

EXHIBIT A

<p style="text-align: right;">Page 1</p> <p>UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA OAKLAND DIVISION</p> <p>LAURI VALJAKKA,) Plaintiff,) vs.) Case No.: NETFLIX, INC.,) 4:22-cv-01490-JST Defendant.)</p> <p>VIDEOTAPED DEPOSITION OF ROBERT F. HELD Appearing Remotely Friday, September 8, 2023</p> <p>Stenographically reported by: EMILY SAMELSON, CSR No. 14043 Focus Job No.: 7732</p>	<p style="text-align: right;">Page 3</p> <p style="text-align: center;">A P P E A R A N C E S:</p> <p style="text-align: center;">(All parties appearing remotely)</p> <p>For Plaintiff:</p> <p>RAMEY LLP BY: WILLIAM P. RAMEY III, ESQ. 5020 Montrose Boulevard, Suite 800 Houston, Texas 77006 713.426.3923 wramey@rameyfirm.com</p> <p>For Defendant:</p> <p>PERKINS COIE LLP BY: ELISE EDLIN, ESQ. 505 Howard Street, Suite 1000 San Francisco, California 94105 415.344.7000 eedlin@perkinscoie.com</p> <p>Also Present: Angela Griggs, Esq. Nisha Mody, PhD</p> <p>Videographer: Reggie Nand</p>												
<p style="text-align: right;">Page 2</p> <p>UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA OAKLAND DIVISION</p> <p>LAURI VALJAKKA,) Plaintiff,) vs.) Case No.: NETFLIX, INC.,) 4:22-cv-01490-JST Defendant.)</p> <p>Videotaped Deposition of ROBERT F. HELD, taken on behalf of Defendant, all parties appearing remotely, commencing at 8:03 a.m. and ending at 4:52 p.m. on Friday, September 8, 2023, stenographically reported before Emily Samelson, CSR No. 14043.</p>	<p style="text-align: right;">Page 4</p> <p style="text-align: center;">INDEX OF EXAMINATION</p> <table> <thead> <tr> <th>EXAMINATION BY</th> <th>PAGE</th> </tr> </thead> <tbody> <tr> <td>BY MS. EDLIN</td> <td>7</td> </tr> <tr> <td>BY MR. RAMEY</td> <td>278</td> </tr> <tr> <td>BY MS. EDLIN</td> <td>288</td> </tr> <tr> <td>BY MR. RAMEY</td> <td>289</td> </tr> <tr> <td>BY MS. EDLIN</td> <td>289</td> </tr> </tbody> </table> <p style="text-align: center;">--oOo--</p>	EXAMINATION BY	PAGE	BY MS. EDLIN	7	BY MR. RAMEY	278	BY MS. EDLIN	288	BY MR. RAMEY	289	BY MS. EDLIN	289
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<p>Page 57</p> <p>1 Mr. Held's analysis is your work product?</p> <p>2 MR. RAMEY: We'll handle this, as you said,</p> <p>3 later on. I've got my objection on the record.</p> <p>4 You've got your request on the record. We'll deal</p> <p>5 with it later on. Or we can stay on the record and</p> <p>6 discuss it, but I think we'll stand on what we've</p> <p>7 provided in our responses.</p> <p>8 MS. EDLIN: All right. Let's move back to</p> <p>9 the report.</p> <p>10 BY MS. EDLIN:</p> <p>11 Q Okay. Mr. Held, before this case, have you</p> <p>12 done any prior work with Mr. Ramey?</p> <p>13 A No.</p> <p>14 MR. RAMEY: And I would just caution the</p> <p>15 witness that, if there is any prior work, that that</p> <p>16 work is covered by protective orders in other cases.</p> <p>17 So you can't really testify about it right now.</p> <p>18 MS. EDLIN: Okay. I'm asking the witness,</p> <p>19 not you, Mr. Ramey, but --</p> <p>20 MR. RAMEY: I was cautioning the witness.</p> <p>21 That, I'm allowed to do. But he answered it, "No."</p> <p>22 BY MS. EDLIN:</p> <p>23 Q Have you done any prior work for</p> <p>24 Mr. Valjakka?</p> <p>25 A No.</p>	<p>Page 59</p> <p>1 in his report.</p> <p>2 MS. EDLIN: Netflix is discussing his</p> <p>3 report, and I -- okay. Here we go.</p> <p>4 MR. RAMEY: Let's stick to the report,</p> <p>5 Elise. I mean, this is -- we're not here to talk</p> <p>6 about what's his favorite show.</p> <p>7 BY MS. EDLIN:</p> <p>8 Q When -- if you turn to page 9 of your</p> <p>9 report, I believe this section you are talking about</p> <p>10 plaintiff, Mr. Valjakka; is that correct?</p> <p>11 A What paragraph are you starting from? I</p> <p>12 just want to make sure we're lined up here, because</p> <p>13 Adobe updated.</p> <p>14 Q So let's look at paragraph 20 of your</p> <p>15 report.</p> <p>16 A Okay.</p> <p>17 Q Of your original report.</p> <p>18 And it says here -- do you see where I'm</p> <p>19 referring to, the first sentence, "From 2020 until</p> <p>20 the current time Mr. Valjakka has also been working</p> <p>21 for CDN Licensing as Vice President of Business</p> <p>22 Development"?</p> <p>23 Do you see that?</p> <p>24 A Yes.</p> <p>25 Q Okay. How did you get the information that</p>
<p>Page 58</p> <p>1 Q And have you done any prior work against</p> <p>2 Netflix?</p> <p>3 A No.</p> <p>4 Q Okay. Okay. Let's turn to your report,</p> <p>5 if we can look at page 10.</p> <p>6 And I think this is -- here, you were</p> <p>7 talking about the parties to this case; right?</p> <p>8 A Well, my page 10 starts with Netflix.</p> <p>9 Q Okay. Great. So what's your -- what's</p> <p>10 your familiarity with Netflix prior to this case?</p> <p>11 A I had a subscription.</p> <p>12 Q What's your favorite show?</p> <p>13 MR. RAMEY: He uses Open Connect, by the</p> <p>14 way.</p> <p>15 THE WITNESS: Everybody does.</p> <p>16 MS. EDLIN: Bill, please keep it to</p> <p>17 objections.</p> <p>18 BY MS. EDLIN:</p> <p>19 Q I'm sorry.</p> <p>20 A What's my favorite show?</p> <p>21 Q Yeah.</p> <p>22 A It's actually not on Netflix.</p> <p>23 Q Okay.</p> <p>24 MR. RAMEY: And it's not in your report</p> <p>25 either, is it? And we're here to talk about what's</p>	<p>Page 60</p> <p>1 you have in your report about Mr. Valjakka's role at</p> <p>2 CDN Licensing?</p> <p>3 A From his deposition.</p> <p>4 Q Did you obtain any other information from</p> <p>5 anyone else about his role at CDN Licensing other</p> <p>6 than his deposition?</p> <p>7 A Not that I recall.</p> <p>8 Q Are you aware that Mr. Valjakka is also the</p> <p>9 owner of CDN Licensing?</p> <p>10 A I believe he said that in his deposition.</p> <p>11 Yes.</p> <p>12 Q Do you know if there are any other owners</p> <p>13 of CDN Licensing?</p> <p>14 A I'm not aware of any others.</p> <p>15 Q Okay. And it says here that "The purpose</p> <p>16 of the company is to 'develop more IP' and to</p> <p>17 'license your intellectual property'; is that</p> <p>18 right?</p> <p>19 MR. RAMEY: Objection. Form.</p> <p>20 THE WITNESS: That's what it states in my</p> <p>21 report.</p> <p>22 BY MS. EDLIN:</p> <p>23 Q Are you aware of any other purpose for</p> <p>24 CDN Licensing?</p> <p>25 MR. RAMEY: Objection. Form.</p>

<p>Page 61</p> <p>1 THE WITNESS: No.</p> <p>2 BY MS. EDLIN:</p> <p>3 Q Do you -- do you know if CDN Licensing has</p> <p>4 ever licensed Mr. Valjakka's intellectual property</p> <p>5 to others?</p> <p>6 MR. RAMEY: Objection. Form.</p> <p>7 THE WITNESS: Yes. I go through that in my</p> <p>8 report.</p> <p>9 BY MS. EDLIN:</p> <p>10 Q You address whether or not CDN Licensing</p> <p>11 has licensed the patents-in-suit?</p> <p>12 MR. RAMEY: Objection. Form.</p> <p>13 THE WITNESS: In my Georgia-Pacific</p> <p>14 factor -- give me a couple minutes here to find</p> <p>15 that.</p> <p>16 Yes. It's -- they're all outlined in my</p> <p>17 Georgia-Pacific Factor 1. The reason why I wanted</p> <p>18 to read it was to make sure it was CDN and not</p> <p>19 Mr. Valjakka.</p> <p>20 BY MS. EDLIN:</p> <p>21 Q So you said you were looking at</p> <p>22 Georgia-Pacific Factor 1; is that right?</p> <p>23 A Yes.</p> <p>24 Q Okay. So it looks like -- so in Factor 1,</p> <p>25 in paragraph 61, you talk about Mr. Valjakka</p>	<p>Page 63</p> <p>1 BY MS. EDLIN:</p> <p>2 Q So let me make sure I've got this correct.</p> <p>3 Are you saying that these licenses with the</p> <p>4 five companies -- so [REDACTED]</p> <p>5 [REDACTED] -- those were entered after Mr.</p> <p>6 Valjakka had granted CDN Licensing an [REDACTED]</p> <p>7 [REDACTED] to the '167 patent?</p> <p>8 MR. RAMEY: Objection. Form.</p> <p>9 THE WITNESS: That's my understanding.</p> <p>10 BY MS. EDLIN:</p> <p>11 Q Okay. Let's just take a look at those</p> <p>12 license agreements.</p> <p>13 If we can -- I'm going to put -- the first</p> <p>14 one is [REDACTED] that you discuss. And -- sorry. I'm</p> <p>15 just getting back to the chat.</p> <p>16 So we have [REDACTED] agreement that is -- give</p> <p>17 me one second -- it is Bates-stamped LV004030.</p> <p>18 Do you see this agreement?</p> <p>19 A Yes. I have it up.</p> <p>20 MR. RAMEY: This is Held 4, you said?</p> <p>21 MS. EDLIN: Yes. Let's mark this as</p> <p>22 Held Exhibit 4.</p> <p>23 MR. RAMEY: Thank you.</p> <p>24 (Exhibit 4 was marked for identification.)</p> <p>25 ///</p>
<p>Page 62</p> <p>1 entering into an [REDACTED] with CDN</p> <p>2 Licensing for the '167 and the '102 patents;</p> <p>3 correct?</p> <p>4 A Yes. As it states in my report,</p> <p>5 paragraph 61, "Notes the plaintiff also entered</p> <p>6 into [REDACTED] agreements for the '167</p> <p>7 patent and the '102 patent with CDN Licensing</p> <p>8 Finland Oy in 2021."</p> <p>9 Q But what I'm asking about right now is</p> <p>10 whether CDN Licensing has ever licensed the patents.</p> <p>11 MR. RAMEY: Is that a question?</p> <p>12 Objection. Form.</p> <p>13 MS. EDLIN: Yes.</p> <p>14 BY MS. EDLIN:</p> <p>15 Q To your knowledge, has CDN Licensing ever</p> <p>16 licensed these patents under their [REDACTED]</p> <p>17 agreement?</p> <p>18 MR. RAMEY: Objection. Form.</p> <p>19 THE WITNESS: The licenses that I outline</p> <p>20 in Georgia-Pacific Factor 1 were done. The transfer</p> <p>21 of the rights for the two patents was done in 2021.</p> <p>22 I don't have the exact date in here. But the other</p> <p>23 agreements that he did were done at the end of '21,</p> <p>24 '22, '22, '22, '22. So he licensed them one, two,</p> <p>25 three, four, five times.</p>	<p>Page 64</p> <p>1 BY MS. EDLIN:</p> <p>2 Q And so what is this document?</p> <p>3 A It's titled "Confidential [REDACTED]</p> <p>4 Agreement [REDACTED]."</p> <p>5 Q Okay. And this is -- who are the parties</p> <p>6 to this agreement?</p> <p>7 A Plaintiff Lauri Valjakka and [REDACTED].</p> <p>8 Q Okay. And is CDN Licensing a party to this</p> <p>9 agreement?</p> <p>10 A On a search of CDN, I don't see it listed</p> <p>11 in here.</p> <p>12 Q Okay. You can set that aside. Let's look</p> <p>13 at the next one, which is -- apologies -- [REDACTED].</p> <p>14 MS. EDLIN: So I'm going to mark Exhibit 5,</p> <p>15 Held Exhibit 5, and it is in the chat window now.</p> <p>16 (Exhibit 5 was marked for identification.)</p> <p>17 BY MS. EDLIN:</p> <p>18 Q If you could go ahead and open that up.</p> <p>19 A I have it open.</p> <p>20 Q Okay. And what is this document?</p> <p>21 A It's titled "[REDACTED] Agreement."</p> <p>22 Q And who are the parties to this settlement</p> <p>23 agreement?</p> <p>24 A Lauri Valjakka is "the Plaintiff," and</p> <p>25 [REDACTED] is just "[REDACTED]."</p>

<p>Page 221</p> <p>1 Row E states incremental profit margin</p> <p>2 attributable to [REDACTED].</p> <p>3 Q And that is, in this case, what your</p> <p>4 royalty rate is; right?</p> <p>5 A Yes.</p> <p>6 Q Okay. And you did not decrease it any</p> <p>7 further for any specific functionality within that</p> <p>8 OC technology; right?</p> <p>9 MR. RAMEY: Objection. Form.</p> <p>10 BY MS. EDLIN:</p> <p>11 Q Yes or no?</p> <p>12 MR. RAMEY: Circle back.</p> <p>13 THE WITNESS: No. As I previously</p> <p>14 explained in the main report, there were no other</p> <p>15 Georgia-Pacific factors that indicated we should.</p> <p>16 And that's following case law that we cite in the</p> <p>17 report where the judge in the Honeywell case, I</p> <p>18 think it was -- let me just get that correct.</p> <p>19 Also -- yeah, Honeywell case.</p> <p>20 Paragraph 156 of my original report, where</p> <p>21 they determined a reasonable royalty rate based on</p> <p>22 figuring out the differences in the profit margins.</p> <p>23 And it states in the last two sentences</p> <p>24 "Although the Court eventually decided after the</p> <p>25 GP factor analysis that no adjustment to the</p>	<p>Page 223</p> <p>1 BY MS. EDLIN:</p> <p>2 Q Okay. Let's turn to -- I would like</p> <p>3 to talk about Georgia-Pacific Factor 1 in your</p> <p>4 analysis.</p> <p>5 And going back at your report, that is</p> <p>6 page -- sorry.</p> <p>7 A Still scrolling up. Yours is faster than</p> <p>8 mine. It's page 19.</p> <p>9 Q Page 19. Okay.</p> <p>10 "Georgia-Pacific Factor 1: The royalties</p> <p>11 received by the patentee for the licensing of the</p> <p>12 patent-in-suit, proving or tending to prove an</p> <p>13 estimated" -- "established royalty."</p> <p>14 We already talked about all of the licenses</p> <p>15 that are listed in this section of your report</p> <p>16 earlier today.</p> <p>17 Do you remember that?</p> <p>18 A I'm sorry. We already talked about --</p> <p>19 well, we skipped --</p> <p>20 Q The licenses --</p> <p>21 A That are in Georgia-Pacific Factor 1?</p> <p>22 Q Yes.</p> <p>23 A Yeah. We sort of skimmed through them.</p> <p>24 Q Okay. And it's your position that none of</p> <p>25 these licenses are relevant to the hypothetical</p>
<p>Page 222</p> <p>1 [REDACTED] percent base royalty will be made."</p> <p>2 And we followed that court case and we did</p> <p>3 the same methodology. So no further adjustment was</p> <p>4 made to the [REDACTED] percent.</p> <p>5 MS. EDLIN: Okay.</p> <p>6 MR. RAMEY: We've been going on another</p> <p>7 18 minutes.</p> <p>8 MS. EDLIN: Let's go off the record.</p> <p>9 MR. RAMEY: Thank you, ma'am.</p> <p>10 THE VIDEOGRAPHER: We're off the record.</p> <p>11 The time is 2:52 p.m.</p> <p>12 (Break taken.)</p> <p>13 THE VIDEOGRAPHER: We're on the record.</p> <p>14 The time is 3:06 p.m.</p> <p>15 MR. RAMEY: One thing real quick. I</p> <p>16 was -- I think the record time is wrong. Do you</p> <p>17 mind reviewing that real quick? You don't have to</p> <p>18 stop us or anything. Just check that time. We</p> <p>19 think it was about five -- about -- yeah, we think</p> <p>20 it was about an hour and 35 minutes left. Sorry.</p> <p>21 Sorry, Elise.</p> <p>22 THE VIDEOGRAPHER: Yes. Total time was</p> <p>23 five hours and 35 minutes.</p> <p>24 MR. RAMEY: Okay. So 25 minutes left.</p> <p>25 Okay. 1:25. All right. Thank you.</p>	<p>Page 224</p> <p>1 negotiation; right?</p> <p>2 A Correct. These are all settlement licenses</p> <p>3 that resulted from litigation except for the -- not</p> <p>4 [REDACTED] one, which we're not</p> <p>5 quite sure where it came from.</p> <p>6 Q Sorry. We're talking about GP Factor 1, so</p> <p>7 Valjakka's licenses, not Netflix's licenses.</p> <p>8 A Yeah. All right. I'm sorry.</p> <p>9 Q Okay.</p> <p>10 A Yeah. These were all -- these were all</p> <p>11 settlement licenses that resulted from litigation.</p> <p>12 Q Okay.</p> <p>13 A Because they're not on -- they're not arm's</p> <p>14 length transactions as in the hypothetical</p> <p>15 negotiation between Mr. Valjakka and Netflix.</p> <p>16 Q Okay. The CDN license is not a settlement</p> <p>17 license, though; right?</p> <p>18 MR. RAMEY: Objection. Form.</p> <p>19 THE WITNESS: Sorry. So what I've outlined</p> <p>20 under GP 1 were five license agreements executed</p> <p>21 in '21, '22, all resulted from settlements of</p> <p>22 litigation.</p> <p>23 But then also in paragraph 61, "The</p> <p>24 plaintiff also entered into [REDACTED]</p> <p>25 agreements for the '167 patent and the '102 patent</p>

<p>Page 225</p> <p>1 with CDN Licensing Finland Oy. However, CDN 2 Licensing Finland Oy was cofounded by Mr. Valjakka 3 for the purpose of licensing his IP. Therefore, 4 the licensing fees in these two agreements do not 5 reflect the market value of the patents in an arm's 6 length transaction and hence are not comparable to 7 the value that would be negotiated in a hypothetical 8 negotiation. So my analysis under this factor 9 therefore focuses on the" -- 10 (Reporter clarification.) 11 THE WITNESS: I apologize again. 12 From where? 13 (Reporter clarification.) 14 THE WITNESS: "My analysis under this 15 factor therefore focuses on five license agreements 16 discussed below." 17 BY MS. EDLIN: 18 Q Okay. Is it accurate that -- well, strike 19 that. 20 Has any company ever paid more than 21 ██████ for a license to the '167 patent? 22 A The -- 23 MR. RAMEY: Objection. Form. 24 Sorry about that. 25 THE WITNESS: No, that's all right.</p>	<p>Page 227</p> <p>1 MR. RAMEY: Objection. Form. 2 THE WITNESS: Yes. 3 BY MS. EDLIN: 4 Q Have any of those transactions been a 5 purchase of the patent for more than ██████ euros? 6 A We did not analyze the interparty 7 transactions between the owners and the owners' 8 companies. They were not arm's length transactions. 9 And neither are the ones that are in the GP 1 here. 10 They're all settlement in litigation. 11 Q Is it your position that the CDN license is 12 not representative of the value of the '167 patent? 13 MR. RAMEY: Objection. Form. 14 THE WITNESS: And you're referring to 15 paragraph 61? 16 BY MS. EDLIN: 17 Q Uh-huh. 18 A Where the plaintiff entered into an 19 ██████ agreement with CDN Finland Oy? 20 Q Right. 21 A No. 22 Sorry. 23 That was a transfer of patent rights from 24 one entity controlled by Mr. Valjakka to another 25 entity controlled by Mr. Valjakka. So again, it's</p>
<p>Page 226</p> <p>1 If we look at my report, I believe it 2 was RPX -- no. 3 BY MS. EDLIN: 4 Q Has any single company ever paid more 5 than ██████ for a license to the '167 patent? 6 MR. RAMEY: Objection. Form. 7 THE WITNESS: I'm sorry. Can you restate 8 it, please? 9 BY MS. EDLIN: 10 Q Has any single company ever paid more than 11 ██████ for a license to the '167 patent? 12 MR. RAMEY: Objection. Form. 13 THE WITNESS: Not per the data that was 14 given to us. 15 BY MS. EDLIN: 16 Q Has any company ever sold the patent for 17 more than ██████ euros? 18 MR. RAMEY: Objection. Form. 19 THE WITNESS: That doesn't make sense. 20 Has any company ever sold the patent for more than 21 ██████ Euros? I don't follow the logic in that. 22 BY MS. EDLIN: 23 Q You understand that the patent has been 24 transferred between multiple owners over the course 25 of the last 20 years; right?</p>	<p>Page 228</p> <p>1 not an arm's length transaction. 2 Q And so because it's not an arm's length 3 transaction, you don't believe that it represents 4 the market value of the patent; is that right? 5 MR. RAMEY: Objection. Form. 6 THE WITNESS: Not at all. Has no bearing 7 on the market value of the patent. 8 There was no -- there was no basis in the 9 transfer other than the transfer from one company to 10 another. There was no basis that it would be used 11 in product. There was no value other than it was 12 transferred to CDN Licensing Oy per Mr. Valjakka 13 for the purpose of licensing his IP. 14 So there's no basis in value that anything 15 could be attributed to for that other than a 16 transfer between two companies. 17 It's not an arm's length transaction 18 between a prospective licensor and a prospective 19 licensee where the licensee would be using it and 20 implementing it into a system, product, or service 21 which would then generate value for the licensee 22 and, therefore, the licensee pays royalties back 23 to the licensor. So it's not a representative 24 transaction of value. 25 //</p>

<p>Page 229</p> <p>1 BY MS. EDLIN:</p> <p>2 Q Let me just break that apart a little bit.</p> <p>3 That was a little bit long.</p> <p>4 So is it your position now that the [REDACTED]</p> <p>5 euros that Mr. Valjakka received from CDN Licensing</p> <p>6 for its [REDACTED] to the '167 patent is not</p> <p>7 representative of the value of the '167 patent?</p> <p>8 MR. RAMEY: Objection. Form.</p> <p>9 THE WITNESS: Mr. Valjakka transferred</p> <p>10 the rights from one entity owned by Mr. Valjakka to</p> <p>11 another entity owned by Mr. Valjakka, which is not</p> <p>12 an arm's length transaction between the licensor and</p> <p>13 licensee. Therefore, whatever value was delineated</p> <p>14 in that agreement, which you said was [REDACTED] has</p> <p>15 no bearing on the value.</p> <p>16 BY MS. EDLIN:</p> <p>17 Q And is it your position that the actual</p> <p>18 value of the '167 patent is much higher than the</p> <p>19 [REDACTED] euros that was paid by CDN Licensing for</p> <p>20 the [REDACTED] to the '167 patent?</p> <p>21 MR. RAMEY: Objection. Form.</p> <p>22 THE WITNESS: Yes.</p> <p>23 BY MS. EDLIN:</p> <p>24 Q Okay. Let's just take a quick look at that</p> <p>25 license again. I believe we marked it as [REDACTED]</p>	<p>Page 231</p> <p>1 address, it begins with "The licensor is aware that</p> <p>2 the patent may be subject to demands concerning the</p> <p>3 reversal of the legal action."</p> <p>4 Do you see that?</p> <p>5 A Yes.</p> <p>6 Q And do you see where it states that -- it</p> <p>7 talks about creditors of IPRA Technologies and</p> <p>8 Lauri Valjakka?</p> <p>9 Do you see that?</p> <p>10 A Yes. That's in the first sentence.</p> <p>11 Q And do you see the next sentence? Can you</p> <p>12 read that last sentence there?</p> <p>13 A "The parties note that the purpose of the</p> <p>14 transfer in this agreement is the use of the license</p> <p>15 and sales revenues obtained from the patent. Also</p> <p>16 to cover the debts of Lauri Valjakka and IPRA</p> <p>17 Technologies Ltd Oy."</p> <p>18 Q Okay. And that doesn't change your</p> <p>19 opinion, though, about the value of this license;</p> <p>20 right?</p> <p>21 MR. RAMEY: Objection. Form.</p> <p>22 THE WITNESS: This license has no bearing</p> <p>23 on the value of the patent. It's not an arm's</p> <p>24 length transaction. And this, what you just pointed</p> <p>25 me to in here, even further, it's not an arm's</p>
<p>Page 230</p> <p>1 A Is it still in the -- there it is.</p> <p>2 Okay. I'm in it.</p> <p>3 Q So you mentioned a couple times now that</p> <p>4 Mr. -- that CDN -- the purpose of CDN Licensing is</p> <p>5 to license Mr. Valjakka's patents; is that right?</p> <p>6 A That's what Mr. Valjakka stated in his</p> <p>7 deposition.</p> <p>8 Q Okay. Did you review this license when you</p> <p>9 were forming your analysis -- your opinions?</p> <p>10 MR. RAMEY: Objection. Form.</p> <p>11 THE WITNESS: Not that I recall.</p> <p>12 BY MS. EDLIN:</p> <p>13 Q So is this the first time you've seen this</p> <p>14 license agreement?</p> <p>15 MR. RAMEY: Objection. Form.</p> <p>16 THE WITNESS: Yes.</p> <p>17 BY MS. EDLIN:</p> <p>18 Q Okay. So prior to sitting here today,</p> <p>19 you had not reviewed the license agreement between</p> <p>20 Mr. Valjakka and CDN Licensing?</p> <p>21 MR. RAMEY: Objection. Form.</p> <p>22 THE WITNESS: My staff reviewed this one.</p> <p>23 BY MS. EDLIN:</p> <p>24 Q Okay. So if you can just take a look</p> <p>25 at the fifth paragraph down from the licensee's</p>	<p>Page 232</p> <p>1 length transaction because it was between an entity</p> <p>2 controlled by the same owner, one.</p> <p>3 But two, what you pointed me to here also</p> <p>4 tells me that it's to cover the debts of Lauri</p> <p>5 Valjakka, which may be the [REDACTED], again, which</p> <p>6 has no bearing on the value of the patent.</p> <p>7 BY MS. EDLIN:</p> <p>8 Q Okay. And the value of the patent, you</p> <p>9 think, is actually much higher; right?</p> <p>10 MR. RAMEY: Objection. Form.</p> <p>11 THE WITNESS: Yes. Per my damages</p> <p>12 analysis.</p> <p>13 BY MS. EDLIN:</p> <p>14 Q Okay. Did you or your staff write this</p> <p>15 section of your report?</p> <p>16 MR. RAMEY: Objection. Form.</p> <p>17 THE WITNESS: What's -- I wrote my report.</p> <p>18 You didn't even refer to a section.</p> <p>19 BY MS. EDLIN:</p> <p>20 Q I'm sorry. Did your staff write this</p> <p>21 section of your report that we are looking at under</p> <p>22 your Georgia-Pacific Factor 1 analysis?</p> <p>23 MR. RAMEY: Objection. Form.</p> <p>24 THE WITNESS: Are you talking about all of</p> <p>25 GP 1?</p>

<p>Page 293</p> <p>1 was just curious what would come up two days ago</p> <p>2 when I searched it.</p> <p>3 So I don't rely on Google to provide me</p> <p>4 formulas for the basis of my damages.</p> <p>5 BY MS. EDLIN:</p> <p>6 Q So when you searched on Google, what did</p> <p>7 you enter into the search field?</p> <p>8 MR. RAMEY: Objection. Form.</p> <p>9 THE WITNESS: I believe something along</p> <p>10 the lines of -- well, markup, the markup method for</p> <p>11 determining revenues from cost, probably.</p> <p>12 BY MS. EDLIN:</p> <p>13 Q And --</p> <p>14 A So again, this is a standard accounting</p> <p>15 formula. This reference I found, whether it bears</p> <p>16 any witness or not, I only printed it out because I</p> <p>17 was curious. We could probably very easily find</p> <p>18 references to this formula in any accounting book</p> <p>19 which would have been peer reviewed and multiple</p> <p>20 other sources, which I'm happy to do and search and</p> <p>21 provide all those so that we can put this to bed,</p> <p>22 because it's a standard accounting formula.</p> <p>23 Q You didn't rely on any of those other books</p> <p>24 or sources that you are mentioning now when you</p> <p>25 drafted your report; right?</p>	<p>Page 295</p> <p>1 MS. EDLIN: Okay. That is all, then.</p> <p>2 Thank you.</p> <p>3 THE WITNESS: Okay. Thank you.</p> <p>4 MR. RAMEY: Mr. Held, thank you very much</p> <p>5 for coming today.</p> <p>6 No further questions. We'll reserve the</p> <p>7 rest for trial.</p> <p>8 THE WITNESS: Thank you. Am I permitted</p> <p>9 to leave or --</p> <p>10 MR. RAMEY: Hold on a second. Let's let</p> <p>11 him sign off real quick.</p> <p>12 THE WITNESS: Sorry. I thought he had.</p> <p>13 THE VIDEOGRAPHER: We're off the record.</p> <p>14 The time is 4:49 p.m.</p> <p>15 (Off the record.)</p> <p>16 MS. EDLIN: I would like this expedited and</p> <p>17 the rough as soon as possible.</p> <p>18 THE STENOGRAPHIC REPORTER: Do you have a</p> <p>19 date you need the final by?</p> <p>20 MS. EDLIN: What's the soonest we can get</p> <p>21 it?</p> <p>22 THE STENOGRAPHIC REPORTER: I can have</p> <p>23 it Monday if that's what you need.</p> <p>24 MS. EDLIN: I don't want to ruin your</p> <p>25 weekend. We can make it Tuesday or Wednesday.</p>
<p>Page 294</p> <p>1 A I have a PhD in economics on my team.</p> <p>2 Q You are not a PhD in economics; right?</p> <p>3 A That's correct.</p> <p>4 Q And --</p> <p>5 A But you don't have to be a PhD in economics</p> <p>6 to understand that revenue equals cost over 1 minus</p> <p>7 gross margin.</p> <p>8 Plus, I do have an MBA, and I almost had a</p> <p>9 master's in finance if they had let me double major,</p> <p>10 but Drexel wouldn't.</p> <p>11 Q So --</p> <p>12 THE WITNESS: How much time do we have</p> <p>13 left, Reggie?</p> <p>14 THE VIDEOGRAPHER: We're over seven</p> <p>15 minutes.</p> <p>16 MS. EDLIN: Okay.</p> <p>17 BY MS. EDLIN:</p> <p>18 Q Well -- and just last question.</p> <p>19 You didn't print this out or search for</p> <p>20 this source until after you submitted your report,</p> <p>21 two days ago?</p> <p>22 MR. RAMEY: Objection. Form.</p> <p>23 THE WITNESS: Yeah. That's what I said a</p> <p>24 couple minutes ago. Because as I was preparing for</p> <p>25 this, I noticed it was a missed cite.</p>	<p>Page 296</p> <p>1 Wednesday next week is fine.</p> <p>2 THE STENOGRAPHIC REPORTER: Mr. Ramey,</p> <p>3 do you need a rough draft or an expedite?</p> <p>4 MR. RAMEY: No.</p> <p>5 (Deposition concluded at 4:52 p.m.)</p> <p>6 --oOo--</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

I, ROBERT F. HELD, do hereby declare under penalty of perjury that I have read the foregoing transcript, that I have made any corrections as appear noted, in ink, initialed by me, or attached hereto; that my testimony as contained herein, as corrected, is true and correct.

EXECUTED this _____ day of _____, 20____, at

(City) _____ (State) _____.

ROBERT F. HELD

I, the undersigned, a Certified Shorthand

2 Reporter of the State of California do hereby
3 certify:

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were duly sworn; that a
8 verbatim record of the proceedings was made by me
9 using machine shorthand which was thereafter
10 transcribed under my direction; that the foregoing
11 transcript is an accurate transcription thereof.

12 Further, that if the foregoing pertains to
13 the original transcript of a deposition in a federal
14 case, before completion of the proceedings, review
15 of the transcript [] was [X] was not requested.

16 I further certify I am neither financially
17 interested in the action nor a relative or employee
18 of any attorney or any of the parties.

19 IN WITNESS WHEREOF, I have this date
20 subscribed my name.

Dated: 12th of September, 2023

EMILY SAMELSON,
CSR No. 14043